

1 LISA COX, TRIAL ATTORNEY

2 [Lisa.Cox@eeoc.gov](mailto:Lisa.Cox@eeoc.gov)

3 A. LUIS LUCERO, JR., REGIONAL ATTORNEY

4 JOHN F. STANLEY, ACTING SUPERVISORY TRIAL ATTORNEY  
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

5 909 FIRST AVENUE, SUITE 400  
SEATTLE, WA 98104

6 Tel: (206) 220-6890

Fax: (206) 220-6911

FILED IN THE  
U.S. DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

JUL 21 2004

7 ATTORNEYS FOR PLAINTIFF

8 JAMES R. LARSEN, CLERK  
DEPUTY  
SPOKANE, WASHINGTON

9 UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

10 EQUAL EMPLOYMENT  
11 OPPORTUNITY COMMISSION,

) Case No. CS 03-0309-FVS

12 Plaintiff,

) CONSENT DECREE  
13 and  
AND ORDER DISMISSING ACTION

14 JENNIFER GIBBS,

) DATED JULY 6, 2004

15 Plaintiff Intervenor,

16 vs.

17 TRA INDUSTRIES, INC., dba  
18 HUNTWOOD INDUSTRIES, INC.

19 Defendant.

20  
21 I. INTRODUCTION

22 1. This action originated when Jennifer Gibbs filed a charge with the Equal  
23 Employment Opportunity Commission ("EEOC" or "Commission") on or about July 29,  
24 2002. Gibbs alleged that TRA Industries, Inc., dba Huntwood Industries, Inc. ("Huntwood")  
25 discriminated against her based upon her sex in violation of Title VII of the Civil Rights Act  
26 of 1964, 42 U.S.C. § 2000e, et seq. ("Title VII") when it subjected her a sexually hostile  
27

work environment, resulting in her constructive discharge on December 31, 2001.

2       2. On March 18, 2003, the EEOC issued a letter of determination with a finding of  
3 reasonable cause that Huntwood violated Title VII when it subjected Ms. Gibbs to sexual  
4 harassment because of her sex, female, resulting in her constructive discharge.  
5 Thereafter, the EEOC attempted to conciliate the charge, but was unsuccessful.

5 Thereafter, the EEOC attempted to conciliate the charge, but was unsuccessful.

6           3. The Commission filed its Complaint on August 20, 2003, in the United States  
7 District Court for the Eastern District of Washington. The complaint alleges that  
8 Huntowood violated Title VII by subjecting Ms. Gibbs to a sexually hostile work  
9 environment because of her sex, resulting in her constructive discharge.

10       4. Defendant denied the allegations of discrimination in the EEOC's amended  
11 complaint and asserted several affirmative defenses.

5. The Court then granted Gibbs leave to intervene by Order dated March 9, 2004.

13       6. The parties want to conclude fully and finally all claims arising out of EEOC's  
14 complaint, the charge of discrimination filed with EEOC by Jennifer Gibbs, and the  
15 complaint the EEOC filed pursuant to Title VII. The EEOC and Huntwood enter into this  
16 Consent Decree to further the objectives of equal employment as set forth in Title VII and  
17 Washington state law.

## **II. NONADMISSION OF LIABILITY AND NONDETERMINATION BY THE COURT**

20       7. This Consent Decree is not an adjudication or finding on the merits of this case  
21 and shall not be construed as an admission by Defendant of a violation of Title VII or  
22 Washington state law.

### **III. JURISDICTION AND VENUE**

24       8.     Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§ 451, 1331, 1337,  
25 1343 and 1345. This action is authorized pursuant to Sections 706(f)(1) and (3) of Title VII  
26 of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e-5(f)(1) and (3), and  
27 Section 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981a. The employment practices

1 alleged to be unlawful in the complaint filed herein occurred within the jurisdiction of the  
 2 United States District Court for the Eastern District of Washington.

3                          **IV. SETTLEMENT SCOPE**

4                          9. This Consent Decree is the final and complete resolution of all allegations of  
 5 unlawful employment practices contained in Gibbs's discrimination charge, in the EEOC's  
 6 administrative determinations, and in the complaint filed herein, including all claims by the  
 7 parties for attorney fees and costs.

8                          **V. MONETARY RELIEF**

9                          10. In settlement of this lawsuit, Huntwood agrees to pay Jennifer Gibbs  
 10 \$ 100,000 within fifteen (15) business days of the date this Consent Decree is entered by  
 11 the Court. Gibbs's settlement proceeds will be handled between Huntwood and Keller  
 12 Allen, Ms. Gibbs's legal counsel, whose law offices are located at The Paulsen Center,  
 13 Suite 421, 421 West Riverside, Spokane WA 99201. Gibbs will execute a separate release  
 14 agreement in return for the payment of settlement funds.

15                          **VI. AFFIRMATIVE AND OTHER RELIEF**

16                          A. General Provisions

17                          11. Huntwood, its officers, agents, and employees will refrain from engaging in  
 18 practices which unlawfully discriminate against applicants and/or employees on the basis  
 19 of sex. In recognition of its obligations under Title VII, Huntwood will institute the policies  
 20 and practices set forth below.

21                          B. Anti-Discrimination Policies and Procedures

22                          12. Huntwood will carry out anti-discrimination and anti-sexual harassment policies,  
 23 procedures and training for employees, supervisors and management personnel, to the  
 24 extent not already established, and will provide equal employment opportunities for all  
 25 employees. Huntwood will evaluate and, where appropriate, modify the practices of its  
 26 managers and supervisors in order to prevent discrimination in employment. Huntwood will  
 27 ensure that its managers and supervisors understand its Equal Employment Opportunity

1 ("EEO") policies and how those policies define and identify what constitutes employment  
 2 discrimination.

3       13. Within sixty (60) days of the date of the effective date of this Consent Decree,  
 4 Huntwood will: (a) review its EEO policy, and revise it as necessary, to ensure that it  
 5 adequately prohibits discrimination against applicants and/or employees on the basis of  
 6 sex and addresses Huntwood's obligation to provide a discrimination-free work  
 7 environment for its employees; and (b) distribute a written copy of its EEO policy to all  
 8 present and future employees, both management and non-management. Huntwood will  
 9 provide EEOC with a written copy of its EEO policy as part of its first annual report as  
 10 provided in paragraph 21 below.

11       C. Training

12       14. Huntwood will develop and present to all managers and supervisors in its  
 13 Spokane facility four (4) hours of training on employment discrimination, including  
 14 discrimination against applicants and/or employees based on sex, during the years 2005  
 15 and 2006. In addition, within 120 days of the entry of this Consent Decree, Huntwood will  
 16 develop and present to all employees a manual specifically addressing employment  
 17 discrimination and sexual harassment. The EEOC will have an opportunity to review the  
 18 manual and all training materials prior to the training date.

19       15. Huntwood will notify the EEOC of the completion of the training and will specify  
 20 the names and job titles of the employees who participated in and completed the training  
 21 as part of its semi-annual reporting to the EEOC.

22       D. Expungement of Records

23       16. Huntwood will not disclose any information or make references to any charge  
 24 of discrimination or this lawsuit in responding to employment reference requests for  
 25 information about Jennifer Gibbs.

26       17. Huntwood will expunge from all files of Gibbs, and from any other records  
 27 where the company keeps such information, except litigation files, any references to a

1 charge of discrimination against Huntwood and this lawsuit. If Gibbs wishes to do so,  
 2 Huntwood will permit her to review any personnel file pertaining to her, at the law offices of  
 3 Stamper, Ruben, Stocker and Smith, within thirty (30) days after the entry of this Consent  
 4 Decree to ensure that all such references have been expunged. Huntwood will not add any  
 5 information or references to the personnel files of Gibbs or records regarding the charge of  
 6 discrimination and this lawsuit after such references have been expunged.

7       E. Policies Designed to Promote Supervisor Accountability

8       18. Huntwood agrees that it shall impose discipline -- up to and including  
 9 termination, suspension without pay or demotion -- upon any supervisor or manager who  
 10 discriminates against any applicant and/or employee on the basis of sex. Huntwood shall  
 11 communicate this policy to all of its supervisors and managers.

12       19. Huntwood agrees that it will revise its supervisor appraisal process to include  
 13 performance evaluations for the handling of EEO issues as an element in supervisor  
 14 appraisals, and to link such evaluations directly to supervisor salary/bonus structure.

15       20. Huntwood agrees that it shall include "commitment to equal employment  
 16 opportunity" as a criterion for qualification for supervisory positions.

17       G. Reporting

18       21. Huntwood shall report in writing to the EEOC within sixty days following the  
 19 date of entry of this consent decree, and one year thereafter for two years, the following  
 20 information:

- 21       a. Certification of the completion of four (4) hours of training and list of  
           attendees (for 2005 and 2006);
- 22       b. Certification that its EEO policy and manual on discrimination and  
           harassment, has been distributed to all current and newly hired employees;
- 23       c. A list of any changes, modifications, revocations or revisions to its EEO  
           policies and procedures which concern or affect the subject of discrimination  
           or retaliation.
- 24       d. A summary of discrimination complaints, if any, filed by employees working at  
           Huntwood which are reported to management and the resolution of each  
           complaint; and

1       e. A statement listing the other provisions of this Decree that defendant is  
2 required to perform and certifying that Huntwood has complied with the  
3 terms of the Decree. If Huntwood has not complied with any term of the  
4 Decree, the statement will specify the areas of noncompliance, the reason for  
5 the noncompliance, and the steps taken to bring the defendants into  
6 compliance.

7           H. Posting

8       22. Huntwood will post a Notice, attached as Exhibit 1 to this Consent Decree. The  
9 Notice shall be posted on a centrally located bulletin boards at its Spokane facility for the  
10 duration of the Consent Decree.

11           **VII. ENFORCEMENT**

12       23. If the EEOC determines that Huntwood has not complied with the terms of this  
13 Decree, the EEOC will provide written notification of the alleged breach to Huntwood. The  
14 EEOC will not petition the court for enforcement of the decree for at least thirty (30) days  
15 after providing written notification of the alleged breach. The 30-day period following the  
16 written notice shall be used by the parties for good faith efforts to resolve the dispute.

17           **VIII. RETENTION OF JURISDICTION**

18       24. The United States District Court for the Eastern District of Washington shall  
19 retain jurisdiction over this matter for the duration of the decree.

20           **IX. DURATION AND TERMINATION**

21       25. This Decree shall be in effect for three (3) years plus ninety (90) days  
22 beginning the date this Court enters the Consent Decree. If the EEOC petitions the Court  
23 for breach of the Decree, and the Court finds Huntwood to be in violation of the terms of  
24 the Decree, the Court may extend the duration of the Decree.

25           **X. CONCLUSION**

26       26. The parties are not bound by any provision of this decree until it is signed by  
27 authorized representatives of each party and entered by the Court.

1 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

2  
3 A. LUIS LUCERO, JR.  
Regional Attorney

ERIC DREIBAND  
General Counsel

4 JOHN F. STANLEY  
Acting Supervisory Trial Attorney

JAMES LEE  
Deputy General Counsel

5 LISA COX  
Trial Attorney

GWENDOLYN Y. REAMS  
Associate General Counsel

6 EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION

EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION

7 Seattle District Office  
909 First Avenue, Suite 400  
Seattle, Washington 98104  
8 Telephone (206) 220-6890

Office of the General Counsel  
1801 "L" Street, N.W.  
Washington, D.C. 20507

9 BY: A. Luis Lucero Jr.  
10 Attorneys for Plaintiff

11  
12  
13  
14 Mike Church  
15 Stamper, Rubens, Stocker and Smith, P.S.  
720 West Boone, Suite 200  
Spokane, WA 99201

16 BY: Mike Church  
17

18 Attorneys for Defendant

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24 ORDER APPROVING CONSENT DECREE

25 The Court, having considered the foregoing stipulated agreement of the parties,  
HEREBY ORDERS THAT the foregoing Consent Decree be, and the same hereby is,  
26 approved as the final decree of this Court in full settlement of this action. This lawsuit is  
27

1 hereby dismissed with prejudice and without costs or attorneys' fees to any party. The  
2 Court retains jurisdiction of this matter for purposes of enforcing the Consent Decree  
3 approved herein.

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5 DATED this 21 day of July, 2004.

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Fred Van Sickle  
THE HONORABLE FRED VAN SICKLE  
UNITED STATES DISTRICT JUDGE